L. R. 1 Q. B. 585; *Halliday* v. *Holgate*, L. R. 3 Ex. 299. In the principal case there is also the relation of principal and agent. If a broker makes executory contracts of purchase for future delivery in his own name, and before the day of payment, without instructions, closes out the contracts at a loss, he cannot hold his principal, since no money has even been due from the agent to the third party, and thus the contract of indemnity has never become complete. *Ellis* v. *Pond*, L. R. [1898] 1 Q. B. 426; *Higgins* v. *McCrea*, 116 U. S. 671. But if the exchange has taken place between the agent and the third party a debt from the principal to the agent is created, the right of indemnity being complete. The subsequent conversion, it is submitted, should not wipe this out. *Lacey* v. *Hill*, L. R. 8 Ch. App. 921; *Ellis* v. *Pond*, *supra*, 438; *Minor* v. *Beveridge*, 141 N. Y. 399, 36 N. E. 404. Where the damages for the conversion equal or exceed the sum due the broker this distinction may be academic, but if the damages are less, for example, if at the time of the conversion the value of the stock has depreciated, it becomes real.

PROXIMATE CAUSE — INTENDED CONSEQUENCES — SUICIDE INDUCED BY THREATENING LETTERS. — The plaintiff sued to recover damages for the death of her husband. The declaration alleged that the defendants sent to the decedent, whom they knew to be nervous and excitable, a letter threatening mysterious disclosures unless he resigned his official position at once; that this letter so unbalanced the decedent's mind that he killed himself; and that this result was contemplated and intended by the defendants. *Held*, that the declaration does not state facts sufficient to constitute a cause of action. *Stevens* v. *Steadman*, 79 S. E. 564 (Ga.).

The modern law of torts recognizes the general proposition that the intentional infliction of harm without justification is an actionable wrong. See *Skinner & Co.* v. *Shew & Co.*, [1893] 1 Ch. 413, 422; *Aikens* v. *Wisconsin*, 195 U. S. 194, 204. Logically, therefore, although threats alone constitute no cause of action, one who has intentionally injured another by means of threatening letters should answer in damages. *Grimes* v. *Gates*, 47 Vt. 594. Thus at least one court has intimated that to tell a man something intended to drive him mad would be actionable if it had the desired result. See *Silsbee* v. *Webber*, 171 Mass. 378, 380, 50 N. E. 555, 556. Similarly, to threaten a man with mysterious charges in the hope of driving him to suicide would seem to be a legal wrong if the intended result should follow. The considerations of policy which lead some courts to refuse recovery for damage caused by mental shock alone admittedly do not apply to intentional harm. See *Spade* v. *Lynn & Boston R. Co.*, 168 Mass. 285, 290, 47 N. E. 88, 89. Nor should there be any difficulty with respect to causation when the defendant intended his victim's self-destruction. For the authorities agree that an intended result, however improbable, is always proximate. *Regina* v. *Michael*, 2 Moody C. C. 120; *Regina* v. *Martin*, 8 Q. B. D. 54. See POLLOCK, TORTS, 9 ed., p. 32. It is equally well settled that the intervening act of the injured party does not make the defendant's act remote. *Jones* v. *Boyce*, 1 Stark. 493; *People* v. *Lewis*, 124 Cal. 551, 57 Pac. 470. The principal case, therefore, inasmuch as it was concerned solely with the sufficiency of allegation, seems erroneous in holding that the defendants' letter could not have been the legal cause of the suicide. *Malone* v. *Cayzer, Irvine & Co.*, 45 Scot. L. Rep. 351. Its theory appears to be that causation cannot be traced through mental states. But the law is now well settled to the contrary. *Ex parte Heigho*, 18 Ida. 566, 110 Pac. 1029; *Purcell* v. *St. Paul City Ry. Co.*, 48 Minn. 134, 50 N. W. 1034. The facts of the principal case suggest the further question whether the decedent's own wrong was so far the cause of his death as to defeat recovery at the suit of his wife. It may be that voluntary wilful suicide would bar the action. *Daniels* v. *New York, N. H. & H. R. Co.*, 183 Mass. 393, 67 N. E. 424; but see 17 HARV. L.

REV. 125. But where the defendant's act so unbalances the decedent's mind that it loses the quality of free voluntary action, he is not fairly chargeable with his own death. *Cf. Sumwalt Ice, etc. Co.* v. *Knickerbocker Ice Co.*, 114 Md. 403, 80 Atl. 48. Suicide under such circumstances should not defeat the action.

PUBLIC SERVICE COMPANIES — REGULATION — STREET RAILWAYS — RIGHT TO REQUIRE INTERCHANGE OF TRANSFERS. — Congress passed a law requiring the interchange of transfers between two street railways in the District of Columbia that were independently owned and operated. *Held*, that the law is constitutional. *District of Columbia* v. *Capital City Traction Co.*, 41 Wash. L. Rep. 766.

For a discussion of the right of the legislature to compel an interchange of transfers see this issue of the REVIEW, at p. 380.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — DISCRIMINATION IN RATES: CONTINUING CONTRACT NOT DISCRIMINATORY WHEN MADE WHICH BECOMES SO BY A SUBSEQUENT CHANGE IN OTHER RATES. — The defendant company contracted to furnish the plaintiff telephone service at a certain yearly rate during the continuance of an opposition company. Other patrons were served at the same rate, but their contracts, unlike that of the plaintiff, were subject to discontinuance at sixty days' notice. The defendant later raised the rate for all service of this class, cancelling on notice all existing contracts. *Held*, that the plaintiff may recover. *Dean* v. *Central District Printing & Telegraph Co.*, 61 Pitts. L. J. 613 (Pa. C. P. Lawrence Co., Aug., 1913).

It is the settled policy of public service law that all persons shall pay the same rates for the same service. *Postal Cable Telegraph Co.* v. *Cumberland Tel. & Tel. Co.*, 177 Fed. 726; *Bell Tel. & Tel. Co.* v. *Beach*, 8 Ga. App. 720, 70 S. E. 137. Therefore a contract providing for charges which are an apparent and present discrimination over rates charged others is void. *Western Union Telegraph Co.* v. *Call Publishing Co.*, 181 U. S. 92, 21 Sup. Ct. 561; *Armour Packing Co.* v. *Edison Co.*, 115 App. Div. 51, 100 N. Y. Supp. 605. In furtherance of this policy it has been held under the Interstate Commerce Act that a continuing contract for service at a fixed price is subject to variation by changes in the published rates. *Armour Packing Co.* v. *United States*, 209 U. S. 56, 28 Sup. Ct. 428; *Louisville & Nashville R. R. Co.* v. *Mottley*, 219 U. S. 467, 31 Sup. Ct. 265. Since the best opinion seems to be that the Interstate Commerce Act as to its provisions on discrimination is merely declaratory, the above cases seem directly in point against the principal case. Logically it would seem that the power of a public service company to bind itself to continue service at a fixed price is necessarily qualified by the controlling principle of equality. Judged by this test the principal case is incorrect. *Contra, Buffalo Merchants' Co.* v. *Frontier Tel. Co.*, 112 N. Y. Supp. 862.

PUBLIC SERVICE COMPANIES — VALUATION FOR RATE PURPOSES — ABANDONED PROPERTY AS DEPRECIATION. — The plaintiff railroad company built sections of new road in substitution for parts of the old road, this being a cheaper method than changing the old road. Regulations of the Interstate Commerce Commission allowed the company to credit its property accounts with only the difference between the full cost of the improvements and the value of the abandoned property as determined by its estimated replacement cost, and required the estimated replacement cost to be charged against operating expenses. The company sued to enjoin the enforcement of the regulations. *Held*, that the regulations are proper. *Kansas City Southern Ry. Co.* v. *United States*, 34 Sup. Ct. 125.

For discussion of this case, see NOTES, p. 369.